

**Spokane County**  
WASHINGTON

TOM KONIS  
SPOKANE COUNTY ASSESSOR

Spokane City/County Historical Preservation Office  
Attn: Megan Duval/Logan Camporeale  
808 W Spokane Falls Blvd  
Spokane, WA 99201-3333

CC: Steve and Sybil MacDonald

Jim Hawvermale, Levy Specialist  
(509) 477-5903 [jhawvermale@spokanecounty.org](mailto:jhawvermale@spokanecounty.org)

Thursday, December 19, 2024

RE: Application for Special valuation as Historic Property

Enclosed please find the application received December 19, 2024, from:

**Steve and Sybil MacDonald**

For the property at:

517 W Sound Avenue  
Spokane, WA 99204  
County Parcel ID: 35194.0508

I would like to take this opportunity to advise the property owner that this application, if approved, will see first tax benefits in 2027. Specifically, applications received by October 30, 2025, will be:

- Reviewed by the Historical Preservation Office in calendar year 2025.
- Once approved the exemption is placed on the 2026 assessment roll for
- 2027 property tax collection.

**Application and Certification of Special Valuation  
on Improvements to Historic Property**  
Chapter 84.26 RCW

**File With Assessor by October 1**

File No: 10228675

**I. Application**

County: Spokane

Property Owner: Steve and Sybil MacDonald Parcel No./Account No: 35194.0508

Mailing Address: 517 W Sound Ave, Spokane WA 99204

E-Mail Address: macdonaldsteve2021@gmail.com Phone Number: 310-498-2894

Legal Description: Lot 8, Block 14, Resurvey of Cliff Park Addition to Spokane, as per plat recorded in Volume "E" of Plats, Page 65; Situate in the City of Spokane, County of Spokane, State of Washington

Property Address (Location): 517 W Sound Ave, Spokane WA 99204

Describe Rehabilitation: 200 sf addition to kitchen, add mudroom, new roof on back of home (add two new sinks/faucets, built-in dbl oven, blt in MW oven, DW, stove top and exhaust hood, new galss windows, sliding door, glass french door. New bathroom/closet connected to MBR. new shower vanitv. double sinks. New

Property is on: (check appropriate box) ☐ National Historic Register ☒ Local Register of Historic Places

Building Permit No: B2304234BLDR Date: 06-07-23 Jurisdiction: Spokane

County/City

Rehabilitation Started: May/June 2023 Date Completed: October 2024

Actual Cost of Rehabilitation: \$ \$450K+

**Affirmation**

As owner(s) of the improvements described in this application, I/we hereby indicate by my signature that I/we am/are aware of the potential liability (see reverse) involved when my/our improvements cease to be eligible for special valuation under provisions of Chapter 84.26 RCW.

I/We hereby certify that the foregoing information is true and complete.

**RECEIVED**

**DEC 19 2024**

**SPOKANE COUNTY  
ASSESSORS OFFICE**

Signature(s) of All Owner(s):

Steve MacDonald

Steve MacDonald (Dec 19, 2024 10:32 PST)

Sybil MacDonald

Sybil MacDonald (Dec 19, 2024 12:11 PST)

**II. Assessor**

The undersigned does hereby certify that the ownership, legal description and the assessed value prior to rehabilitation reflected below has been verified from the records of this office as being correct.

Assessed value exclusive of land prior to rehabilitation: \$ 489,300

Date: 12/19/2024

[Signature]  
Assessor/Deputy

**Hold for Affidavit**

# **Narrative**



**Tollefsen House – 517 West Sound Avenue**  
**Historical Home Renovation Summary**  
**Kitchen Addition and Remodel, 2<sup>nd</sup> Floor Bathroom/Closet Remodel**  
**Total Investment (less non-qualified expenses): \$491,858.88**

**Project Leadership**

HDG Architecture provided the pre-design, schematic design, Interior design, engineering as necessary and full construction documents. HUG Construction handled the demolition, construction and was the general contractor for the trades involved.

**EXTERIOR MODIFICATIONS**

***Structural Changes***

- Demolition, expansion and reconstruction of kitchen's south-facing wall
- Separate mud room with sink and cabinets along east end of south wall
- Installation of windows and doors on new south wall.
- Removal of two west-facing windows

***Exterior Finishes***

- Installation of period-appropriate stucco
- Updated outdoor trim on all new windows and doors to maintain historical consistency
- Enhanced insulation
- New electrical outlets

**INTERIOR RENOVATIONS**

***Kitchen Transformation***

The kitchen underwent a complete renovation to modernize functionality

***Infrastructure Updates:***

- Complete demolition to studs
- Removal of outdated knob and tube electrical system
- Installation of new electrical and plumbing systems
- Enhanced insulation
- New drywall installation

***Finishes and Features:***

- Custom shaker-style cabinetry
- Large island with sink and appliances (drawer microwave, wine refrigerator)
- In-wall double oven, gas stove and exhaust hood
- New tile floor, tile backsplashes and quartz counter tops
- Custom-built trim to match home's original woodwork
- Fresh paint throughout
- Unlacquered brass hardware
- New light fixtures over island
- Custom boot bench matching counter tops

## **2<sup>nd</sup> floor bedroom and bath converted into primary bath and closet**

The bathroom was completely modernized

### ***Infrastructure Updates:***

- Full demolition to studs
- New framing
- Updated electrical and plumbing systems
- Enhanced insulation
- New drywall



### ***Fixtures and Finishes:***

- Double sink floating vanity with quartz countertops
- New windows in bedroom, bathroom and closet replacing vinyl windows
- New toilet/bidet
- New linen cabinetry
- Unlacquered new brass hardware and faucets
- Large format tile floors and walls in new walk-in shower
- New lighting
- Custom-built trim and wainscoting matching home's original woodwork
- Fresh paint throughout

This comprehensive renovation successfully modernized key living spaces while preserving and enhancing the home's historical character. The project demonstrates a careful balance between modern functionality and period-appropriate design elements, particularly evident in the selection of fixtures and finishes that complement the home's original features. Special attention was paid to architectural details, with all trim, crown moldings, and cabinetry, being custom-made to match the home's existing historical woodwork.

# **Spreadsheet of Expenses**

Tollefsen House Project Cost for Special Valuation Application

Plans & Design - HDG Architecture							
ID#	Title	Status	Date Paid	Amount Paid		Exclusions: Not eligible for SV - Subtracted from Costs Below	
N/A	HDG Services	Paid	2022-11-10	\$23,450.00			
N/A	HDG Services	Paid	2023-02-01	\$11,725.00			
N/A	HDG Services	Paid	2023-03-01	\$11,725.00			
N/A	HDG Services	Paid	2023-08-02	\$1,237.50			
N/A	HDG Services	Paid	2023-09-11	\$150.00			
N/A	HDG Services	Paid	2023-10-09	\$1,350.00			
N/A	HDG Services	Paid	2023-11-07	\$1,125.00			
		Total HDG Architecture		\$50,762.50			
Construction Costs - HUG Construction							
ID/Invoice#	Title	Status	Date Paid	Amount Paid		Exclusions: Not Eligible for SV - Subtracted From Costs Below	
19-96345B	30% Deposit	Paid	2023-06-23	\$123,787.77			
19-96641B	40% Deposit	Paid	2023-11-14	\$165,050.36			
19-96797B (1)	20% Deposit	Paid	2024-01-12	\$70,225.18			
19-97529B	10% Final Invoice	Paid	2024-10-11	\$41,262.59			
19-96797B (2)	Original holdback from 20% DEPOSIJ minus \$4,000	Paid	2024-10-11	\$8,300.00			
19-0001	FINAL HOLDBACK	Paid	2024-12-19	\$4,000.00			
19-96606B	CO - #1 (Additional Excavation Due to. Rock)	Paid	2023-11-14	\$3,135.93			
19-96607B	CO - #2 (Re-Finish Front Porch)	Paid	2023-11-14	\$3,296.16			
19-96608B	CO - #3 (Sand Blasting)	Paid	2023-11-14	\$1,324.35			
19-96654B	CO - #4 (Build & Install Cedar Lattice)	Paid	2024-10-11	\$1,250.78			
19-96661B	CO - #5 (Framing to Replace Rim Board)	Paid	2023-11-14	\$3,237.30			
19-96662B	CO - #6 (Deck & Railing Material)	Paid	2023-11-14	\$4,314.82		Decking Materials	

ID/Invoice#	Title	Status	Date Paid	Amount Paid	Exclusions: Not Eligible for SV - Subtracted From Costs Below		
19-96663B	CO - #7 (Patch Concrete Stairs in Front)	Paid	2024-10-11	\$735.75			
19-96664B	CO - #8 (Framing Under Front Porch)	Paid	2024-10-11	\$1,618.65			
19-96665B	CO - #9 (Cost for Added Electrical)	Paid	2023-11-14	\$5,646.20			
19-97206B	CO - #10 (Additional Exterior Paint)	Paid	2024-10-11	\$31,337.50			
19-97207B	CO - #11 (Custom Shower Door)	Paid	2024-06-24	\$1,851.91			
19-97208B	CO - #12 (Additional Cost for Gutters)	Paid	2024-06-24	\$2,041.84			
19-97290B	CO - #14 (Add'l Plumbing Fixtures for Powder Room)	Paid	2024-06-24	\$2,687.94			
19-97291B	CO - #15 (Added Toe Kick Heater & Upgrade Devises)	Paid	2024-06-24	\$1,585.95			
19-97292B	CO - #16 (Add SF of Stucco & Color Integration)	Paid	2024-10-11	\$3,161.00			
		Total HUG Construction		\$479,851.98			
	Total for Design/Built-In Appliances/Construction			\$530,614.48			
				\$3,360.00	Refrigerator		
				\$3,353.00	Deck Labor		
				\$3,027.00	Deck Materials		
				\$4,314.82	Change Order Deck Materials		
		Total Excluded Costs		\$14,054.82			
		Total Costs for Special Valuation		\$516,559.66			

Removed additional \$24,700.78 for two ineligible costs, final total: **\$491,858.88**

# **Before Photos**



# Before Photos



















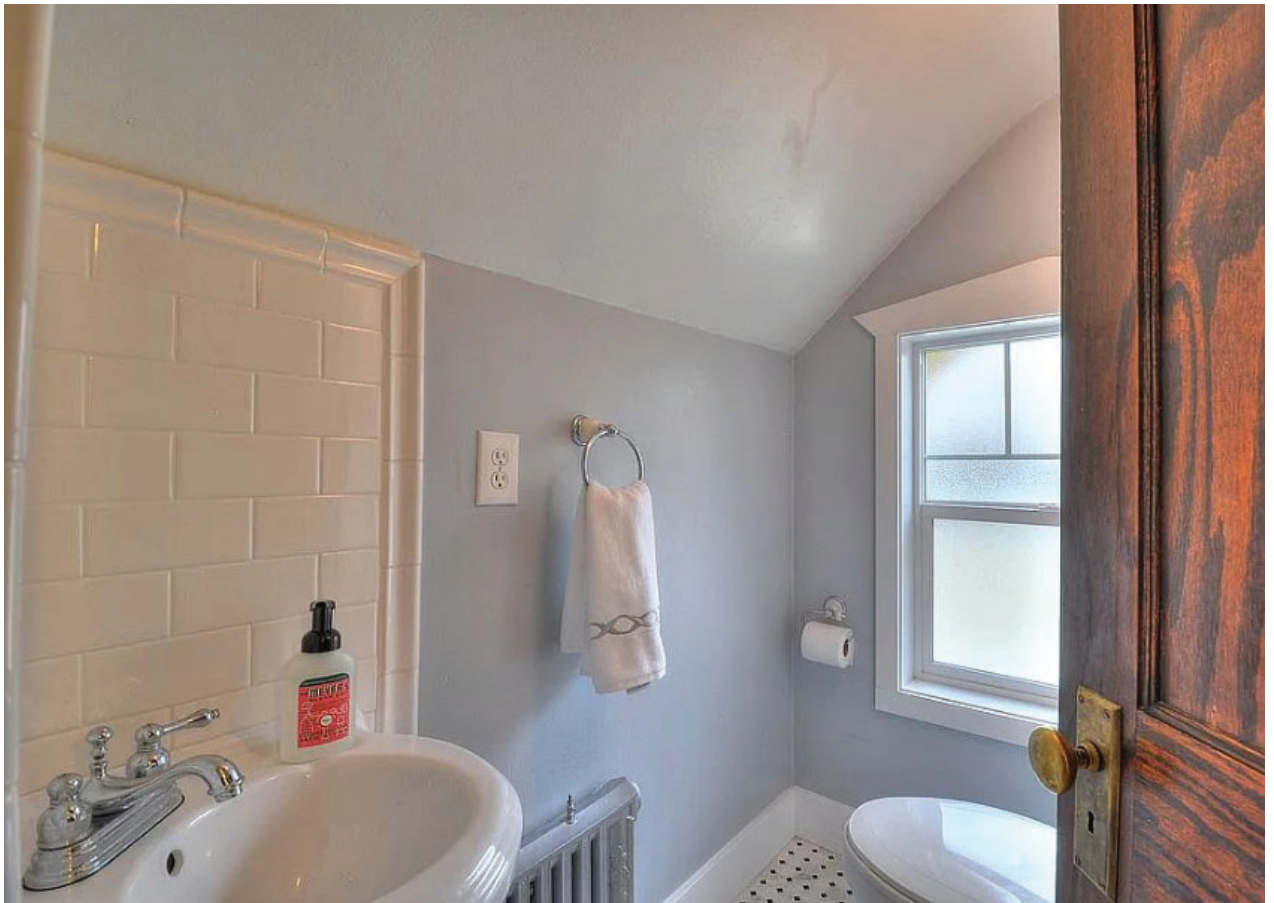








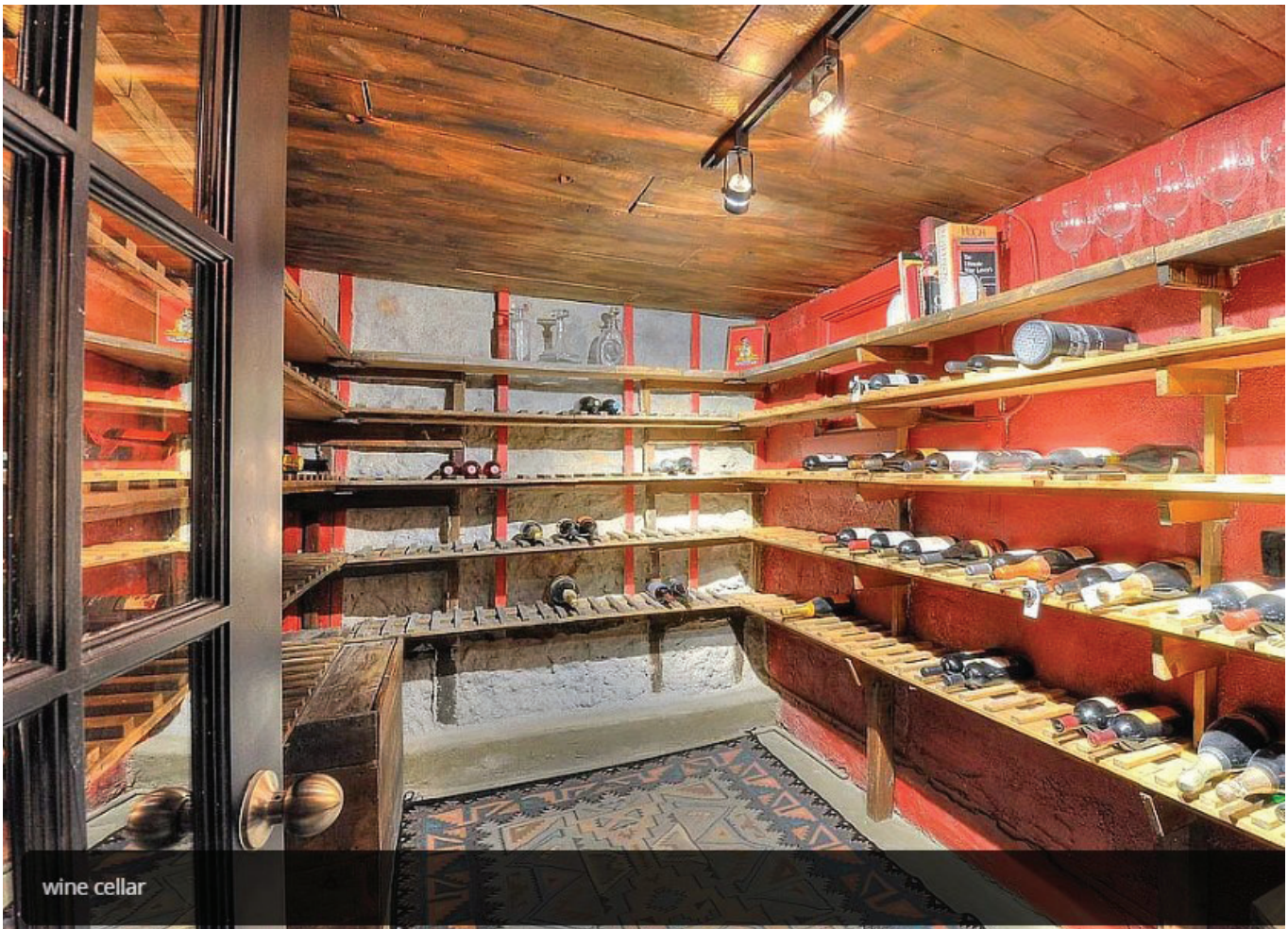
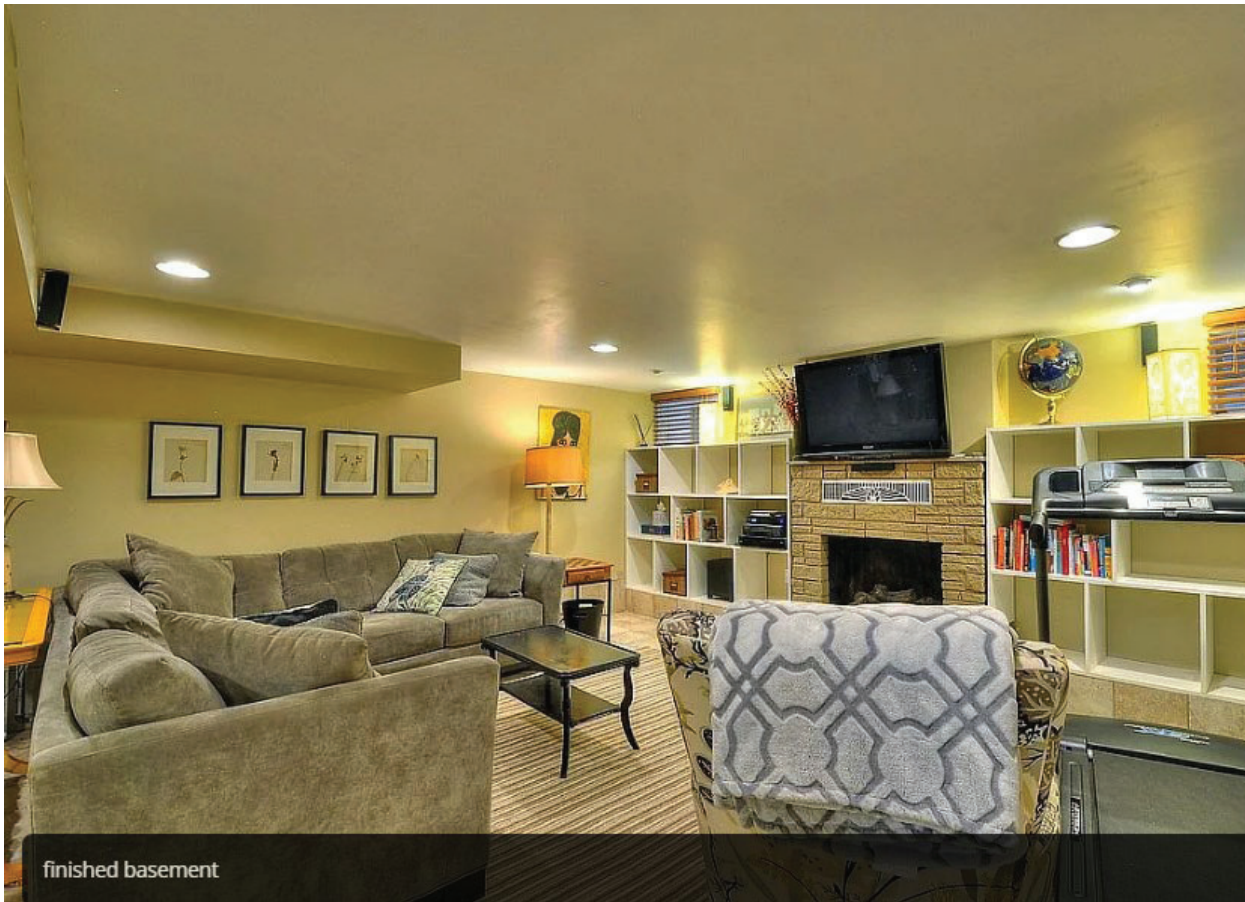




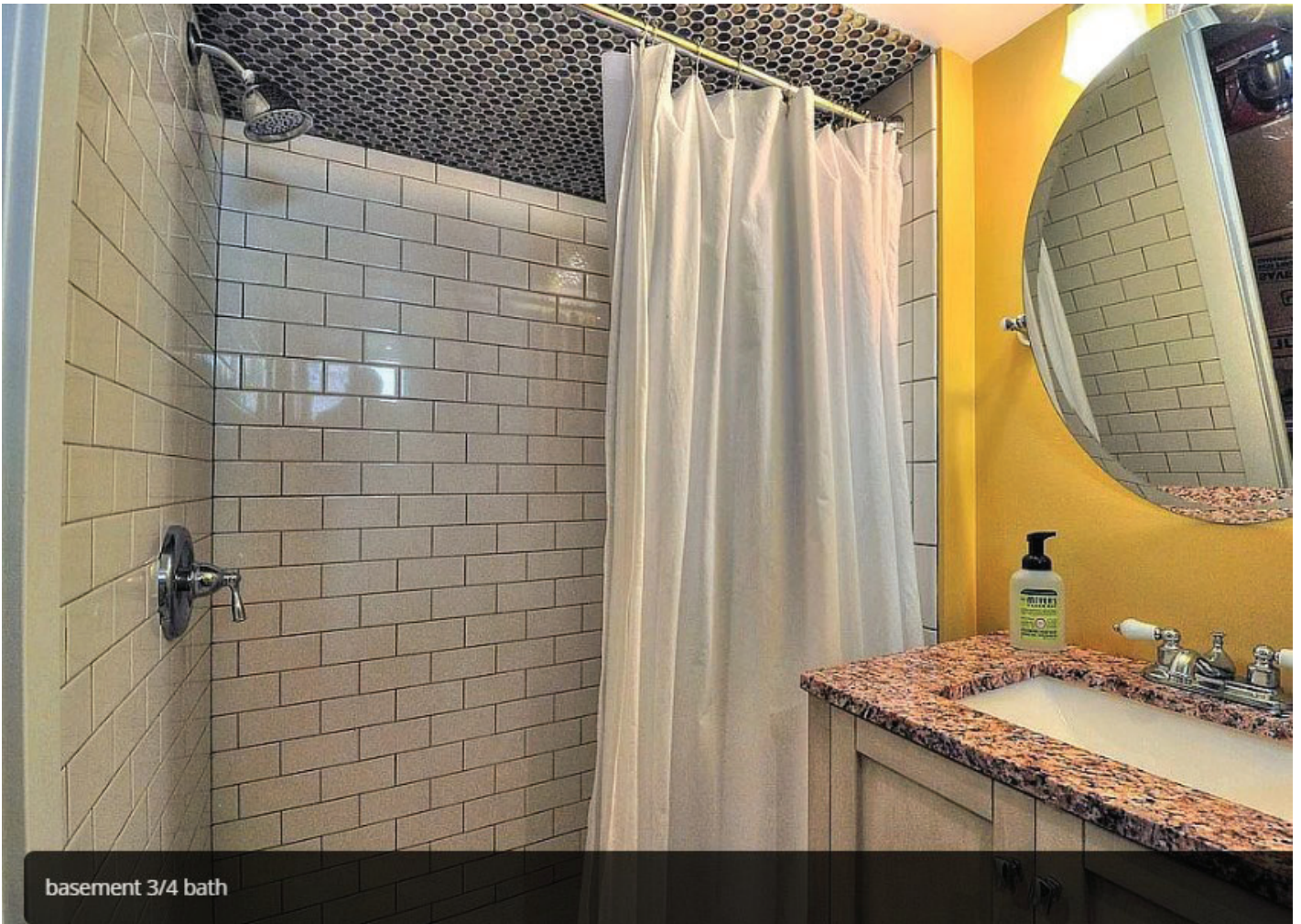




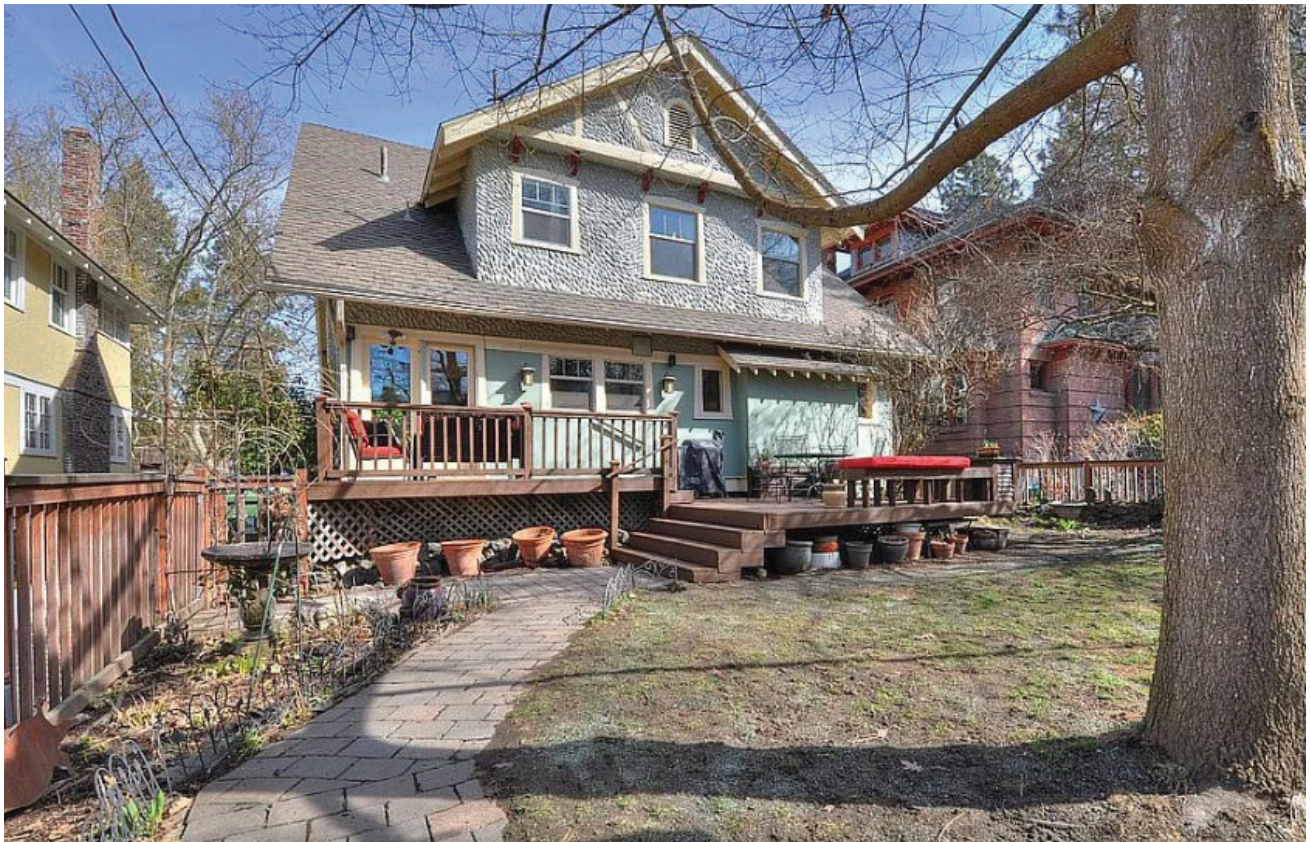








basement 3/4 bath





# **After Photos**

# After Photos















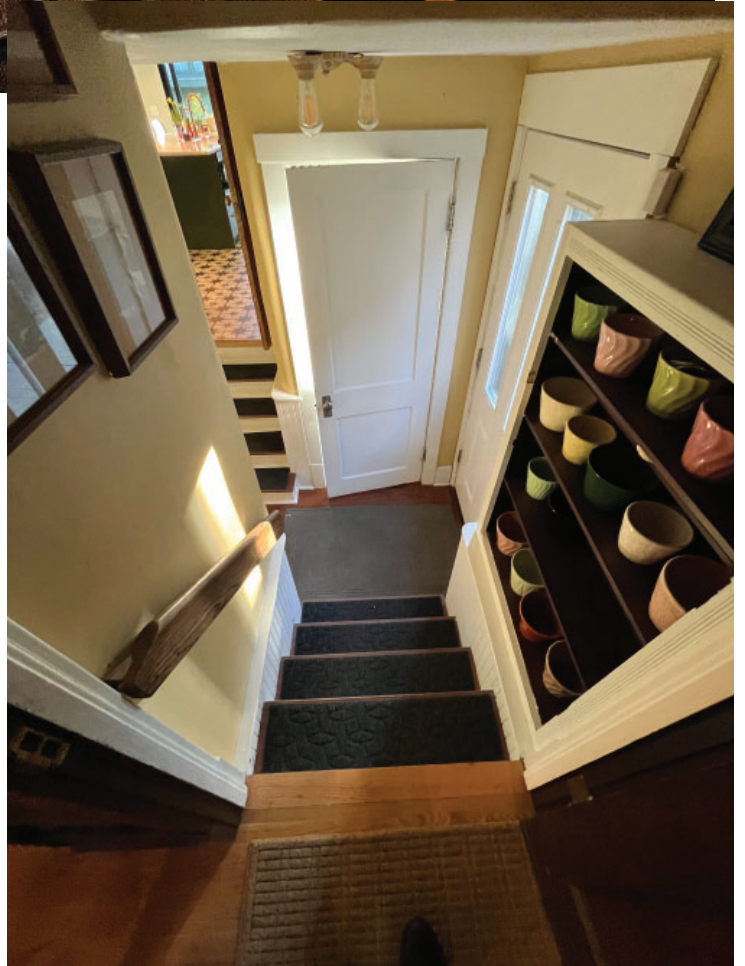












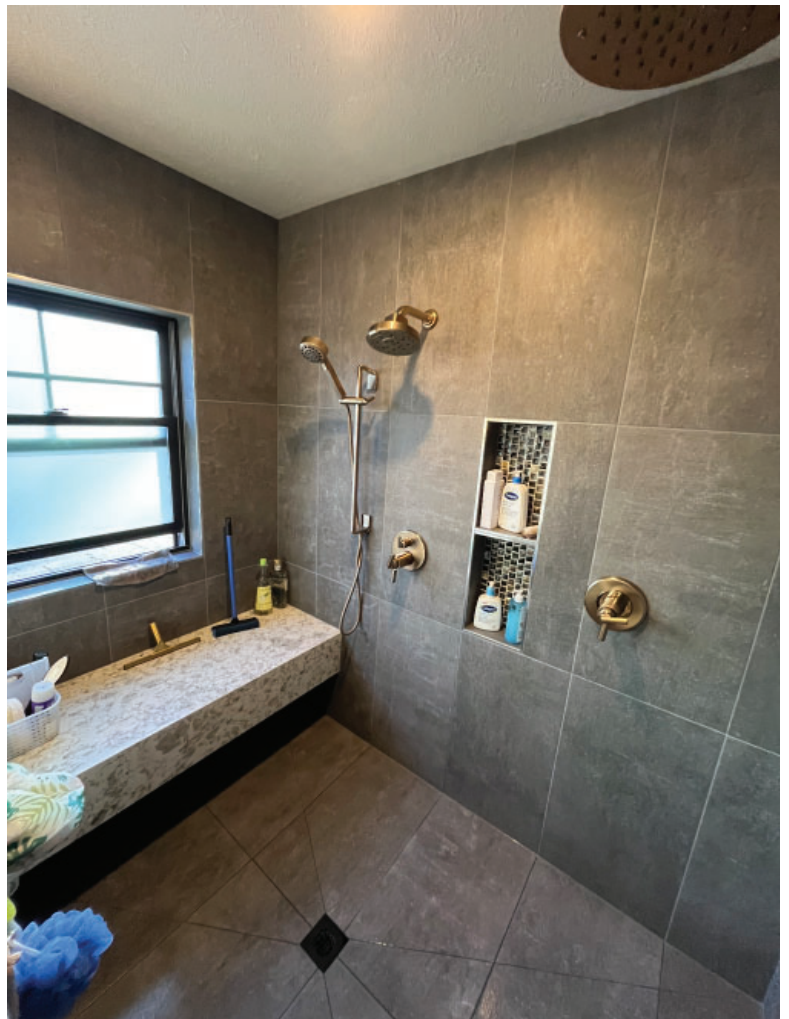












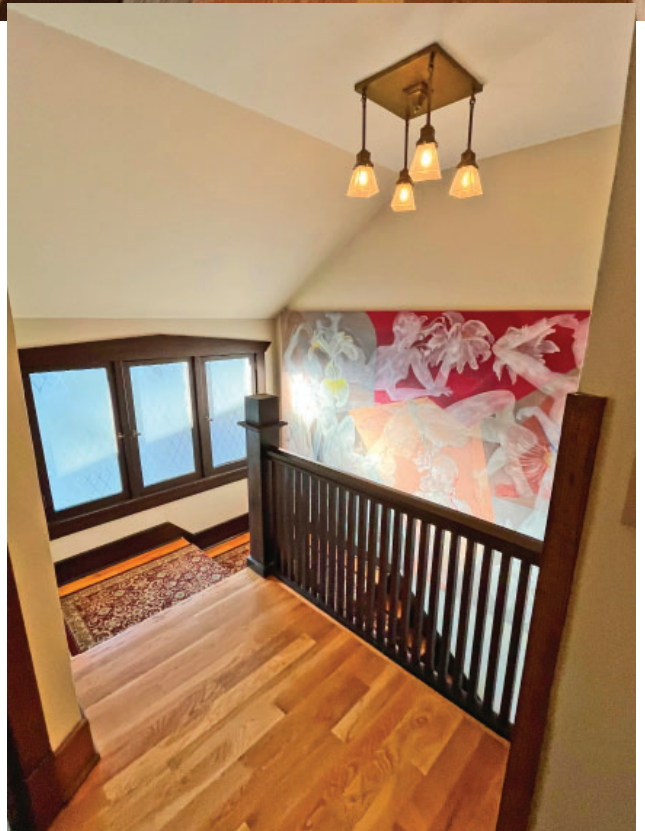
















# Invoices/Receipts And Additional Documentation

*All blue text below is hyperlinked to its location in the document.*

## HDG Architecture:

- [Sales Receipt](#)
- [Architectural Design Proposal](#)
  - [Scope of Work](#)
  - [Project Phases](#)
  - [Fee Structure](#)

## HUG Construct on:

- [Description of Work Completed](#)
- [Summary of Payments](#)
- [Detailed Scope of Work](#)
- [Contract](#)

## Ferguson Enterprises, LLC:

- [Quotes\\*](#)
  - [Appliances](#)
  - [Related Plumbing](#)

*\* These items were purchased from Ferguson by the contractor (HUG Construction), and the costs were passed on to the homeowners as part of the charges invoiced with the construction by HUG. This itemized list is also where the cost of the refrigerator that was excluded from the Special Valuation application can be found.*



## Sales Receipt 16.03

230 S Washington  
Spokane, WA 99201 US  
509-321-5064  
sam@studiohdg.com

### BILL TO

Sybil & Steven MacDonald  
517 W Sound Ave  
Spokane, WA 99204

DATE

04/28/2025

PLEASE PAY

\$0.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
11/10/2022	HDG Services		1	23,450.00	23,450.00
02/01/2023	HDG Services		1	11,725.00	11,725.00
03/01/2023	HDG Services		1	11,725.00	11,725.00
08/02/2023	HDG Services		1	1,237.50	1,237.50
09/11/2023	HDG Services		1	150.00	150.00
10/09/2023	HDG Services		1	1,350.00	1,350.00
11/07/2023	HDG Services		1	1,125.00	1,125.00
SUBTOTAL					50,762.50
TAX					0.00
TOTAL					50,762.50
AMOUNT RECEIVED					50,762.50



TOTAL DUE

\$0.00

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THANK YOU.

# HDG

## Architecture

### CLIENT

Sybil & Steve MacDonald  
W Sound Ave  
Spokane, WA, 99204

### PROJECT

W Sound Ave  
Spokane, WA, 99204

### CONTACT

sybilmacd@sbcglobal.net,  
macdonaldsteve2021@gmail.com  
323.376.8961



S Washington St  
Spokane, WA 99201

info@studiohdg.com  
509.326.4054

# MacDonald Redesign

## ARCHITECTURE & DESIGN PROPOSAL

2022.11.2

Dear Sybil & Steve,

We are looking forward to working with you on the redesign and expansion of your existing home!  
Enclosed is a description of our professional services.

## SCOPE OF WORK

### KITCHEN

- Extend south wall out approximately 10 ft.
  - Remove deck in expansion area
    - Add counter space, cabinets, and a possible island
    - Clients desire cabinets to go to the ceiling where applicable
    - Incorporate as many windows as possible at south side
    - Additional kitchenware and food storage
    - Create entryway from backyard with a "hallway" and mudroom

### PRIMARY SUITE

- Walk-in closet to be added
- En suite bathroom to include double vanity and shower

### HALF BATHROOM - Redesign as a full bathroom

### INSPIRATION / NECESSITIES

- Functionality is a priority
- Clients enjoy glass and natural light
- It is important that the finishes "blend" the new spaces with the rest of the home - Style inspiration is craftsman with modern accents

### MISCELLANEOUS

- Clients budget is understood to be approximately \$225,000 - \$250,000

## PROJECT PHASES

### PRE-DESIGN (PD) ± 1 Weeks

- Research and determine Client's criteria for the project.
- Client's criteria are usually: budget, schedule, program, and building and/or site parameters. - Photograph all existing conditions as required. - Introduce consultant(s) to existing conditions, as needed.

### SCHEMATIC DESIGN (SD) ± 4 Weeks

- Utilizing the criteria established in Pre-Design, geographically explore design concepts. - Research code, zoning and any design review committee requirements and timeframes. - Prepare a floor plan and site plan illustrating spatial relationships and square feet of all areas prescribed within the scope of work. - Prepare a 3-dimensional computer-generated model to aid in the design and material selection process.

DESIGN DEVELOPMENT (DD) ± 2 Weeks -  
 Refine and develop the design such that the major design decisions have been made. -  
 Finalize the Client approved floor plan. -  
 Implement building systems (preliminary engineering) into the design if required.

INTERIOR DESIGN (ID) Concurrent with DD/CD -  
 Selection of interior materials at designated areas and their associated finishes and quality -  
 Where applicable; floor covering, base trim, wall covering, color and/or stain, interior window and door trim type and associated stain or color, material accents, ceiling finishes and associated trim work, general casework design and associated components/counters, specialty lighting selection & placements.

- Prepare technical information and drawings identifying key design components.
- Coordinate Client provided furniture within drawings.
- Selection and procurement of finish material samples for presentation and approval.



- Walk the site once to verify existing conditions with Client.
- If required, Client shall provide a property survey prior to commencement of Schematic Design.

- Preliminary material selection and placement. Present design direction/concept for Client approval.
- This phase of service includes one initial design based on Client's directives.
- After presentation of initial design, we will incorporate minor revisions based on Client comments.
- Additional options will be addressed as an agreed upon additional fee.
- Verify all applicable codes and ordinances. Identify location of finishes, materials and building components.

- All furnishings and accessories illustrated within the design are placeholders to show design intent only. Actual furnishings and accessories sourced and/or designed by HDG at Client's request to be billed hourly, when applicable.
- All graphic imagery (photographs, artwork, murals, and text) illustrated within the design are placeholders to show design intent only. Actual imagery sourced and/or designed by HDG at Client's request to be billed hourly, when applicable.
- Only these interior areas will be illustrated within the 3-dimensional model: Kitchen, Primary Suite, and bathroom

- Finishes/materials for all areas will be
- Client will provide an ALTA survey, which is a detailed land parcel survey of property lines, utilities, easements, topography, existing improvements in DWG format.

## PROJECT PHASES (Continued)

### CONSTRUCTION DOCUMENTS (CD) ± 6 Weeks

- Preparation of technical and written graphic documents that establish the requirements for constructing the project, gaining jurisdictional approval and construction cost estimating. Incorporate consultant drawings, as required, into permit/pricing set.
- See Fee Structure and Client Obligations for included or excluded engineering consultants.

### CONSTRUCTION ADMINISTRATION (CA) Hourly Communication and negotiations with builder prior to construction.

- Value engineering.
- Review of contractor provided shop drawings and submittals.

### CLIENT OBLIGATIONS

Permit drawings submittal to local jurisdiction. Coordination with local jurisdiction during the permit review process. Coordination with selected contractor on constructability and construction timeframe deliverables. Shop drawings by others.

On-site and digital communication/coordination with contractor and Client during the construction process including attendance at construction meetings.

CA services will be billed hourly.

identified within the finish schedule

- Client will provide all covenants, conditions, restrictions, and homeowner association requirements within one week of signing the proposal.
- Client will approve each phase of the design, (PD, SD, DD, ID) before HDG proceeds to the next phase.
- Client will pay for all engineering, professional and consulting services needed for the Project including geotechnical, civil, structural, mechanical, electrical, plumbing, fire suppression, specialty lighting design, acoustical design, septic, landscape, disabilities consulting, energy code compliance and shoreline requirements.
- Client will pay for all jurisdictional (city/county/state/federal/homeowner association) and all other outside fees associated with the review, approval, permitting, inspection, and testing of the Project.  
HDG can pay for said fees on behalf of the Client with a 10% markup
- Client will pay overtime at \$275 per hour if Client elects to expedite the services being provided to the Project.

#### FEE STRUCTURE

Architecture / Interior Design	\$ 39,700
Structural Engineering (estimate)	\$ 5,000
3D Scan	\$ 2,200

Total Proposed Fee (Excluding CA) \$ 46,900

The Total Proposed Fee is based on initial Client prescribed parameters and up to a total of approximately 2,000 sq. ft.

Additional fees may be incurred due to Client directed changes related to an increase or decrease in size, construction budget, design complexity or unforeseen conditions.

Additional fees will be assessed based on changes and an additional fixed fee determined prior to commencement of additional work.

Fees are understood to be estimates and based on initial Client prescribed parameters. These may change based on approved Schematic Design and/or Design Development phases. Estimate fees may also be affected during construction and may be related to but not limited to unforeseen conditions.

#### PAYMENT SCHEDULE

Services will be scheduled following Client's execution of this proposal and payment of a 50% retainer of the Total Proposed Fee. \$ 23,450

Client will pay HDG retainers at the following service milestones.

- 50% initial retainer = for services to be performed up to 50% of completion
- 25% retainer = for services to be performed up to 75% of completion. Billed at 50% completion.



■ 25% retainer = for services to be performed up to 100% completion. Billed at 75% completion. Remaining fees, CA services and reimbursable expenses will be billed monthly based on the services provided and by the percentage of services completed.

Thank you for selecting HDG to collaborate with you on this project. Please call if you have any questions or comments regarding this proposal and Terms and Conditions.

Sincerely,

Joshua T. Hissong Assoc. AIA — Principal

Armando S. Hurtado AIA - Principal

Approved by \_\_\_\_\_

Printed Name(s)

Date

Title \_\_\_\_\_

## Terms and Conditions

HDG will perform the services described in this Agreement, according to the following Terms and Conditions. unless stipulated otherwise by an additional written agreement mutually agreed to between HDG and our client. The proposal may be accepted within thirty (30) calendar days from its date. Otherwise, it's terms are subject to renegotiation.

### STANDARD OF CARE

HDG will perform its services consistently with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances (the "Standard of Care"). HDG will perform its services as expeditiously as is consistent with the Standard of Care and the orderly progress of the Project. HDG is not required to exceed the Standard of Care.

### COST ESTIMATES

HDG's cost estimates are developed and based on its experience and judgment. They are to be considered good faith, reasoned estimates for the Client's use to gauge the feasibility of the Project. However, since market conditions and bidding procedures vary, HDG does not warrant that cost estimates are accurate, nor should they be used as a basis for construction costs. HDG is not liable for the accuracy of the estimates provided. Client acknowledges that changes may be required to the Project because of possible omissions, ambiguities or inconsistencies in the plans and specifications and, therefore, the costs of the

Project may exceed the construction contract sum. HDG will make commercially reasonable efforts to notify the Client of changes in the estimates as the Project moves forward but shall not be liable for the failure to do so.

### TIMEFRAME/SCHEDULE

Weeks/days prescribed in this Agreement to accomplish each phase of service are calculated as business days. Due to circumstances beyond HDG's control (such as Client approvals, jurisdictional approvals/delays, design changes and consultant delays), weeks/days prescribed do not imply consecutive days but rather amount of time estimated to complete the phases of the Project, barring any changes or additional scope. HDG does not warrant that the phases of services will be completed within weeks/days prescribed.

### CLIENT APPROVALS

Client approvals of any phase of design or portion thereof constitutes completion of that phase and initiates the next phase in the design process. If at any time, any of the approved phases of design and/or components of these phases are changed by the Client, additional fees will be billed hourly.

## CLIENT PROVIDED INFORMATION

The ALTA survey, and the engineering, professional and consulting services to be provided by the Client shall be provided by licensed professionals in their respective fields of expertise. HDG may reasonably rely on all Client provided information, and HDG is not liable for the consequences of inaccurate or insufficient information.

## CLIENTS CONTRACTOR

In its provision of CA services HDG will make periodic observation of materials and work to observe the Client's contractor's general compliance with construction contract documents. These periodic observations do not include responsibility for supervising construction methods and processes, site conditions, equipment operations, personnel, or safety on the work site. HDG has no authority over Client's contractor and is not liable for the contractor's performance.

## FEE

The Total Proposed Fixed Fee is a commercially reasonable estimate, based on information available to HDG at the time the proposal was made. If HDG believes it will exceed the estimate, it will consult with and obtain Client's approval in advance of incurring fees in excess of the stated estimate. Any, hourly rate services include but are not limited to the following: Design, architecture and/or engineering services, site visits, meetings, procurement of materials, verbal and written communication, travel, etc.

## HOURLY BILLING RATES

principal:	\$ 200
Architect:	\$ 175
Associate Architect:	\$ 150
Support Staff:	\$ 125
Admin:	\$ 100
Expedited Services:	\$ 275

Hourly rates may vary depending on demand and are subject to change. Client will be notified of any change in rates prior to commencement of any additional work. HDG's fee for all Client contracted consultants is 20% above proposed consultant fee

## BILLINGS, PAYMENTS, AND INTEREST

At HDG's option, invoices will either be submitted to Client upon completion of services or phases of services, or monthly, based on the percentage of services completed. Invoices are due upon receipt. If an invoice is not paid within 30 calendar days of the date of the invoice, HDG may, without waiving any claim or right against the Client, and without liability to the Client, suspend or terminate the performance of service until such time as the account is made current. If an invoice is not paid within 60 calendar days of the date of the invoice, unpaid amounts will accrue interest at an annual rate of 18%. Client will pay all costs of collection, including reasonable attorney's fees and costs

associated therewith. Any remaining retainer amount will be credited to the Client on the final invoice.

## REIMBURSABLE & LATE PAYMENTS

Reimbursable items include but are not limited to the following: jurisdictional and outside fees, fees and costs of engineering, professional and consulting services retained by HDG at Client's request; in-house and out-sourced printing, mileage, fees for out-of-town travel and associated meals, lodging, and transportation; vehicle and equipment rental; and materials, samples and/or supplies purchased or consumed in association with the project. All reimbursable items are billed to the Client at cost plus 10%.

## RISK ALLOCATION/LIMITATION OF LIABILITY

In recognition of the fees charged by HDG, the relative risks and benefits of the Project to the Client and HDG, the Client agrees that HDG's liability to the Client, its agents, employees, principals, officers, directors, shareholders, members, managers, partners, contractors, and/or subcontractors for all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way relating to the Project or this Agreement, from any causes, including, but not limited to the negligent acts, gross negligence, errors and omissions, breach of contract breach of warranty, and/or strict liability (Claims) arising out of, related to or caused by HDG, its agents, employees, principals, officers, directors, shareholders, members, managers, partners, contractors, subcontractors, or engineering, professional and consulting service providers retained by HDG (HDG Parties), shall be limited to, but not more than, the lesser of \$250,000 or ten times the fees paid by the Client to HDG. Further, no agents, employees, principals, officers, directors, shareholders, members, managers, partners, or other representatives of the HDG Parties shall have any personal liability to the Client or any other party for any Claims.

## INDEMNIFICATION

HDG will indemnify and hold Client harmless from Claims arising out of, related to or caused by the HDG Parties' performance of services on the Project. Client will indemnify and hold the HDG Parties harmless from Claims arising out of, related to or caused by Client's acts or omissions on the Project. For all liabilities in excess of HDG's limitation of liability (the lesser of \$250,000 or ten times the fees paid by the Client to HDG), Client will indemnify and hold the HDG Parties harmless from any third-party Claims against them arising out of, related to or caused by their acts or omissions in connection with the Project.

## INSURANCE

HDG will maintain \$1 million, \$2 million of general liability and professional liability insurance coverage as well as workers compensation coverage as required by law at all times during the term of the Agreement.





## TERMINATION OF SERVICES

This Agreement may be terminated by written notice by either party at any time should the other party fail to perform its obligations under this Agreement. The terminating party will provide the other with 7 business days to respond to a termination notice and an additional 14 business days to provide a cure. In the event of termination, Client will pay HDG for all services rendered to date of termination and will pay for all reimbursable expenses incurred by HDG. Any remaining retainer amount will be returned to the Client.

## SUSPENSION OF SERVICES

Should the project be suspended due to Client's directive or for reasons beyond HDG's control for a period of ninety (90) calendar days, Client agrees to pay the HDG Parties fees and costs associated with recommencement of services. Recommencement of services following a suspension will need to be rescheduled upon authorization to proceed. Client understands that HDG Parties may not be able to recommence services immediately after receipt of the authorization to proceed.

## OWNERSHIP OF INTELLECTUAL PROPERTY

Drawings, specifications, documents, designs and all other instruments of service, (Instruments of Service), prepared by the HDG Parties are solely for use on the Project. This includes documents in electronic form. The HDG Parties are deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The Instruments of Service shall not be used by Client for future additions or alterations to the Project or for other projects, without the prior written agreement and consent of the HDG Parties. Any unauthorized use of the Instruments of Service shall be at the Client's sole risk. Client will indemnify and hold the HDG Parties harmless from all third-party claims arising out of, related to or caused by the unauthorized use of the Instruments of Service.

## MARKETING

HDG may use any Instruments of Service, design imagery and/or photographs of the Project, all associated components (furniture, equipment, artwork, graphic design, etc.) and the Client's business name for HDG's marketing and promotional efforts.

## DISPUTE RESOLUTION, VENUE, GOVERNING LAW

In an effort to resolve any dispute that arises during or following the completion of a project, the parties agree to have representatives with decision-making power meet to informally resolve the dispute. In the event that no resolution is achieved, the parties agree to submit the dispute to mediation with each party paying an equal share of the mediator's fee. The mediator will be mutually selected by the parties, or in the absence of agreement, by petition to the Spokane County, Washington District Court.

In the event that litigation becomes necessary to resolve a dispute, the parties expressly consent to personal jurisdiction in and venue in the Washington state courts located in Spokane County, Washington, and agree that Washington law applies to any legal action among them without consideration of any conflict of law rules. The parties agree to include these binding dispute resolution, venue and governing law provisions in all of their agreements with independent contractors, professional service providers and consultants retained for the Project.



## MacDonald | Kitchen Addition & Master Suite

Category	Cost Code	Description
Buildertrend Default	Buildertrend Flat Rate	Kohler K-18751-0 C3-050 Elongated Closed Bidet Seat  TOTO MW4463084CEMGN#01 Aqua IV 0.9 / 1.28 GPF Dual Flush Two Piece Elongated Toilet with Push Button Flush - Bidet Seat Included
Buildertrend Default	Buildertrend Flat Rate	Amba RWH-SMB Radiant Straight 23-7/8" W x 31-7/8" H 120 V Hardwired Stainless Steel Towel Warmer Qty: 1
SECTION 1	0006 - Fuel	
SECTION 2	1011 - Materials & Setup	
SECTION 2	1040 - Building Permits	Includes all additional permits for plumbing, electrical, and HVAC.
SECTION 2	1091 - Blueprints Materials	
SECTION 2	1150 - Temporary Toilet	Includes a temp toilet for the duration of the project.
SECTION 2	1216 - Dump Run Labor	Haul off and disposal of demo materials.
SECTION 2	1300 - Demolition Labor	Demo of existing: deck, interior of kitchen, exterior south wall of kitchen, a portion of the wall between the kitchen/dining, and the interior of upstairs master/bathroom.. All per plans.
SECTION 3	2002 - Excavation Subcontractors	Excavation of foundation, based on 31' x 7' addition.
SECTION 3	2100 - Foundation Labor	Form and pour 46' lift of footings and stem walls per plan. Includes (4) footing for deck load
SECTION 3	2101 - Foundation Materials	Includes all materials for above footings.
SECTION 3	2110 - Flatwork Labor	Excludes any concrete patios out back. TBD.
SECTION 3	2111 - Flatwork Materials	
SECTION 3	2200 - Waterproofing	Water proofing of new foundation wall with asphalt emulsions.
SECTION 4	3141 - Trusses Materials	
SECTION 4	3210 - Framing labor	Includes all framing for addition, kitchen, deck and upstairs remodel, per plans dated 3/01/2023
SECTION 4	3211 - Framing Materials	Includes all needed framing materials for the above areas.
SECTION 4	3300 - Windows Labor	Install of (9) new wood windows (include new bedroom windows not on plans.)
SECTION 4	3301 - Windows Materials	Includes all exterior door and windows per the plans, plus the addition of (2) window in the primary bedroom.
SECTION 4	3610 - HVAC Labor	Includes range hood venting, installing a new bathfan in the primary bathroom, and running a new gas line to the range. Excludes any other HVAC or venting.
SECTION 4	3720 - Plumbing Labor	Includes all needed rough-in and trim out plumbing per plan.
SECTION 4	3721 - Plumbing Fixtures Materials	Includes all plumbing fixture per attached Ferguson quote.
SECTION 4	3723 - Plumbing Rough - In Materials	Includes all rough in plumbing materials.
SECTION 4	3810 - Electrical Labor	Includes all the electrical per attached. Final connections TBD, as we do not have an electrical plan.
SECTION 4	3811 - Electrical Materials	Includes all for lights, mirrors, fan(s), etc..per Revival Lighting quote dated 5/10/2023
SECTION 4	3910 - Gutters & Downspout Labor	Materials and install of new gutters for lower roof including down spouts (33').
SECTION 5	4102 - Roofing Subcontractors	Material and install of new 30yr roofing on new roof only.  All roofing to match as close as possible to existing roof, final color TBD.
SECTION 5	4300 - Exterior Door Labor	Install of (2) exterior door per plans.
SECTION 5	4301 - Exterior Door Materials	
SECTION 5	4303 - Interior Door Labor	Install of (2) interior doors.



SECTION 5	4304 - Interior Door Materials	Includes (2) 2pnal hemlock doors for both the primary bathroom and the mudroom. Include black barndoor hardware (not specified)
SECTION 5	4402 - Insulation Subcontractors	Materials and install of fiberglass insulation of R-21 @ new walls, R-30 at lower floor and 237 sqft @ roof extension (existing insulation yet to be determined?).
SECTION 5	4600 - Exterior Painting Labor	Painting of all new siding, trim, and soffit to match existing exterior paint. Paint to extend from inside corners @ lower and paint entire upper exterior @ new master suit.
SECTION 5	4601 - Exterior Painting Materials	Includes all exterior paint and sundries for above areas.
SECTION 5	4610 - Exterior Siding & Trim Labor	Install of soffit, trims and fascia per plans. Includes matching stucco siding.
SECTION 5	4611 - Exterior Siding & Trim Materials	Includes all soffit, trim and fascia materials needed for the exterior of the addition.
SECTION 5	4700 - Stairs Labor	Excludes any interior stair materials or install, ie; rail, treads, framing, etc..
SECTION 5	4706 - Exterior Railing Labor	Install of Fortress brand steel rail in black on new back deck.
SECTION 5	4707 - Exterior Railing Materials	Include flat black fortress railing for the deck. Not called out on design.
SECTION 6	5102 - Drywall Materials	Includes all drywall materials.
SECTION 6	5103 - Drywall Subcontractors	Hanging and Finishing of drywall on all new interior walls in matching textures.
SECTION 6	5200 - Interior Trim Labor	Install of Interior base trim, door casing and window wraps through out remodeled area/addition, where applicable, matching existing. Includes wainscot per plans. Wainscot on main floor to be cutdown @ 1/2 wall and patched as needed.
SECTION 6	5201 - Interior Trim Materials	Includes all interior trims and primary wainscot materials.
SECTION 6	5300 - Interior Painting Labor	Painting of interior walls in the following rooms: kitchen, mudroom, master bedroom, master bathroom, 2nd upper bathroom and dining room. Painting of the ceiling in the above rooms in flat white ceiling paint. Stain and finish of all new interior trims in matching finish, per client approval. Includes primer for all new drywall. Interior wall paint based on (2) different wall colors, colors TBD.
SECTION 6	5301 - Interior Painting Materials	Includes all interior paint, primer and sundries for the above areas. All walls to be painted with Sherwin Williams Cashmere satin paint.
SECTION 6	5400 - Cabinets and Vanities Labor	Install of kitchen, mudroom, and master bathroom cabinets. Final cabinets and layout TBD.
SECTION 6	5401 - Cabinets and Vanities Materials	Includes all custom cabinets, crowns, trim, and fillers to complete install in kitchen, mudroom and primary bathroom per attached layout.
SECTION 6	5430 - Hardware Labor	Install of New bathroom hardware, ie; towel bars, TP holder, etc.... Install of new cabinet hardware, Final style TBD.
SECTION 6	5431 - Hardware Materials	Includes all cabinet hardware per plans.
SECTION 6	5452 - Countertops Subcontractors	Includes all counter top in kitchen, mudroom, and mudroom per design.
SECTION 6	5510 - Tile Labor	Install of tile in the following locations: -kitchen back splash -kitchen floor -mudroom back splash -master bathroom floor -master bathroom shower (walls and floor) -2nd bath floor on the upper level

SECTION 6	5511 - Tile Materials	Includes all tile and edging per design. Includes and backer board, mortars, grouts, and misc supplies for tile.
SECTION 6	5520 - Flooring Labor	Install of carpet and pad in primary bedroom and closet per plans. Excludes any hardwood flooring modifications.
SECTION 6	5521 - Flooring Materials	Includes Carpet per design. No pad is called out. Includes Shaw Victorious cushion pad.
SECTION 6	5620 - Shower Doors Labor	Includes any shower door per plan and install.
SECTION 6	5621 - Shower Doors Materials	
SECTION 6	5631 - Appliances Labor	Install of appliance supplied by other (install only, excludes misc materials needed) Final clean up and removal of all construction debris.
SECTION 6	5810 - Wall Coverings Labor	Install of wallpaper per design.
SECTION 6	5811 - Wall Coverings Materials	Includes WP-1 wall paper in kitchen. Excludes any other wall paper.
SECTION 7	6450 - Decking Labor	Install of new comp decking and railing. Final railing and decking TBD.
SECTION 7	6451 - Decking Materials	Includes composite decking materials for new deck and for stairs. Decking based on Trex brand enhanced "toasted sand". (based on top screw application)
SECTION 7	6490 - Fences Labor	Excludes new/rebuilding of fence.
SECTION 7	6501 - Landscaping Materials	Excludes any landscaping.
SECTION 7	6900 - Sales Tax	Includes sales tax (9.0%) added at time of contract \$34,070.03

EXCLUDE 6,380  
+ change order \$6  
\$314.82

10,694.82



## MacDonald | Kitchen Addition & Master Suite

ID#	Title	Status	Amount Paid	Date Paid
19-96345B	30% Deposit	Paid	\$123,787.77	6/23/2023
19-96641B	40% Deposit	Paid	\$165,050.36	11/14/2023
19-96797B (1)	20% Deposit	Paid	\$70,225.18	1/12/2024
19-97529B	10% Final Invoice	Paid	\$41,262.59	10/11/2024
19-96797B (2)	Original holdback from 20% DEPOSIT minus \$4,000	Paid	\$8,300.00	10/11/2024
19-0001	FINAL HOLDBACK	Paid	\$4,000.00	12/19/2024
19-96606B	CO - #1 (Additional Excavation Due to Rock)	Paid	\$3,135.93	11/14/2023
19-96607B	CO - #2 (Re-Finish Front Porch)	Paid	\$3,296.16	11/14/2023
19-96608B	CO - #3 (Sand Blasting)	Paid	\$1,324.35	11/14/2023
19-96654B	CO - #4 (Build & Install Cedar Lattice)	Paid	\$1,250.78	10/11/2024
19-96661B	CO - #5 (Framing to Replace Rim Board)	Paid	\$3,237.30	11/14/2023
19-96662B	CO - #6 (Deck & Railing Material)	Paid	\$4,314.82	11/14/2023
19-96663B	CO - #7 (Patch Concrete Stairs in Front)	Paid	\$735.75	10/11/2024
19-96664B	CO - #8 (Framing Under Porch)	Paid	\$1,618.65	10/11/2024
19-96665B	CO - #9 (Cost for Added Electrical)	Paid	\$5,646.20	11/14/2023
19-97206B	CO - #10 (Additional Exterior Paint)	Paid	\$31,337.50	10/11/2024
19-97207B	CO - #11 (Custom Shower Door)	Paid	\$1,851.91	6/24/2024
19-97208B	CO - #12 (Additional Cost for Gutters)	Paid	\$2,041.84	6/24/2024
19-97290B	CO - #14 (Add'l Plumbing Fixtures for Powder Room)	Paid	\$2,687.94	6/24/2024
19-97291B	CO - #15 (Added Toe Kick Heater & Upgrade Devices)	Paid	\$1,585.95	6/24/2024
19-97292B	CO - #16 (Add SF of Stucco & Color Integration)	Paid	\$3,161.00	10/11/2024

**Total Project Cost \$479,851.98**

EXC 1006



331 N Fancher Rd • Spokane Valley, WA 99212-0831 • Phone: 509-981-3275

Steve &amp; Sybil MacDonald

Job Address:

517 W Sound Ave

Spokane, WA 99204

Print Date: 5-18-2023

**DETAILED SCOPE OF WORK:****Please review Estimates completely and address questions or concerns prior to signing contract.**

Description
Includes all additional permits for plumbing, electrical, and HVAC.
Includes a temp toilet for the duration of the project.
Demo of existing: deck, interior of kitchen, exterior south wall of kitchen, a portion of the wall between the kitchen/dining, and the interior of upstairs master/bathroom.. All per plans.
Haul off and disposal of demo materials.
Excavation of foundation, based on 31' x 7' addition.
Form and pour 46' lft of footings and stem walls per plan. Includes (4) footing for deck load
Includes all materials for above footings.
Water proofing of new foundation wall with asphalt emulsions.
Includes all framing for addition, kitchen, deck and upstairs remodel, per plans dated 3/01/2023
Includes all needed framing materials for the above areas.
Install of (9) new wood windows (include new bedroom windows not on plans.)
Install of (2) exterior door per plans.
Includes all exterior door and windows per the plans, plus the addition of (2) window in the primary bedroom.
Includes all needed rough-in and trim out plumbing per plan.
Includes range hood venting, installing a new bathfan in the primary bathroom, and running a new gas line to the range. Excludes any other HVAC or venting.
Includes all the electrical per attached. Final connections TBD, as we do not have an electrical plan.
Includes all for lights, mirrors, fan(s), etc..per Revival Lighting quote dated 5/10/2023
Includes all plumbing fixture per attached Ferguson quote.



Description
Includes all rough in plumbing materials.
Material and install of new 30yr roofing on new roof only. All roofing to match as close as possible to existing roof, final color TBD.
Install of soffit, trims and fascia per plans. Includes matching stucco siding.
Includes all soffit, trim and fascia materials needed for the exterior of the addition.
Painting of all new siding, trim, and soffit to match existing exterior paint. Paint to extend from inside corners @ lower and paint entire upper exterior @ new master suit.
Includes all exterior paint and sundries for above areas.
Materials and install of new gutters for lower roof including down spouts (33').
Materials and install of fiberglass insulation of R-21 @ new walls, R-30 at lower floor and 237 sqft @ roof extension (existing insulation yet to be determined?).
Hanging and Finishing of drywall on all new interior walls in matching textures.
Includes all drywall materials.
Includes all interior trims and primary wainscot materials.
Painting of interior walls in the following rooms: kitchen, mudroom, master bedroom, master bathroom, 2nd upper bathroom and dining room. Painting of the ceiling in the above rooms in flat white ceiling paint. Stain and finish of all new interior trims in matching finish, per client approval. Includes primer for all new drywall. Interior wall paint based on (2) different wall colors, colors TBD.
Install of (2) interior doors.
Includes Carpet per design. No pad is called out. Includes Shaw Victorious cushion pad.
Install of kitchen, mudroom, and master bathroom cabinets. Final cabinets and layout TBD.
Install of Interior base trim, door casing and window wraps through out remodeled area/addition, where applicable, matching existing. Includes wainscot per plans. Wainscot on main floor to be cutdown @ 1/2 wall and patched as needed.
Includes (2) 2pnal hemlock doors for both the primary bathroom and the mudroom. Include black barndoor hardware (not specified)
Includes all interior paint, primer and sundries for the above areas. All walls to be painted with Sherwin Williams Cashmere satin paint.
Includes all custom cabinets, crowns, trim, and fillers to complete install in kitchen, mudroom and primary bathroom per attached layout.
Includes all counter top in kitchen, mudroom, and mudroom per design.
Includes all tile and edging per design. Includes and backer board, mortars, grouts, and misc supplies for tile.

**Description**

Install of tile in the following locations:

- kitchen back splash
- kitchen floor
- mudroom back splash *→ Floor ?*
- master bathroom floor
- master bathroom shower (walls and floor)
- 2nd bath floor on the upper level.

Install of carpet and pad in primary bedroom and closet per plans.  
Excludes any hardwood flooring modifications.

Install of New bathroom hardware, ie; towel bars, TP holder, etc....  
Install of new cabinet hardware, Final style TBD.

Includes all cabinet hardware per plans.

Install of appliance supplied by other (install only, excludes misc materials needed)  
Final clean up and removal of all construction debris.

Install of new comp decking and railing. Final railing and decking TBD.

Install of Fortress brand steel rail in black on new back deck.

Include flat black fortress railing for the deck. Not called out on design.

Includes composite decking materials for new deck and for stairs.  
Decking based on Trex brand enhanced "toasted sand".  
(based on top screw application)

Install of wallpaper per design. *?*

Includes WP-1 wall paper in kitchen.  
Excludes any other wall paper.

Includes sales tax (9.0%) added at time of contract  
\$34,070.03

*appliances ?*

Excludes new/rebuilding of fence.

Includes any shower door per plan and install.

Excludes any concrete patios out back, TBD.

Excludes any landscaping.

Excludes any interior stair materials or install, ie; rail, treads, framing, etc..

**Total Price: \$412,625.90**

**DISCLAIMER:** Hug Construction is not liable and/or responsible for any situation that may arise, that is out of our control or for seen scope of work, such as, but not limited to; rot found in existing structure, hitting rock before desired depth of footing, irregular utility placement, lead or asbestos found in or on structure, required code improvements, additional engineering or permits, etc....

Work Authorization: A monthly service charge of 1.5% will be added to all unpaid balances after 30 days up to \$1000. I agree to pay reasonable attorney's fees and court costs in the event of legal action. I have read and agree to all terms and conditions.



**Deposit required to schedule job.**

*I HEREBY AUTHORIZE YOU TO PROCEED WITH THE ABOVE WORK.*

**Authorized Signature** \_\_\_\_\_

I confirm that my action here represents my electronic signature and is binding.

**Signature:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**Print Name:**

Steve & Sybil MacDonald

\_\_\_\_\_

# **CONTRACT**

## **SHORT FORM AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION PROJECTS FOR WHICH THE BASIS OF PAYMENT IS A STIPULATED SUM**

Agreement made as of this **18th** day of **May, 2023**, between the Owner: **Steve & Sybil MacDonald**, and Hug Construction hereafter referred to as the Contractor, for the **MacDonald | Kitchen Addition & Master Suite Remodel** located at **517 W Sound Ave Spokane WA 99204**.

The Owner and the Contractor agree as set forth below.

### **ARTICLE 1**

#### **The Work**

1.1 The Contractor shall perform all the Work required by the Contract Documents and attached proposal on the **MacDonald | Kitchen Addition & Master Suite Remodel** project.

### **ARTICLE 2**

#### **Contract Sum**

2.1 The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of **four-hundred and twelve thousand, six-hundred twenty-five dollars and ninety cents [\$412,625.90]** after taxes. May change per selections and allowances.

### **ARTICLE 3**

#### **Progress Payments**

3.1 Based upon Applications for payment submitted to the Owner by the Contractor, the Owner shall make progress payments to the Contractor on account of the Contract Sum as provided in the following Construction Draw Schedule: A **30% deposit of [\$123,787.77]** shall be made before the first day of work on the project calendar A **40% progress payment of [\$165,050.36]** shall be made to the contractor upon the project being 50% completed, or upon being dried in. A **20% progress payment of [\$82,525.18]** shall be made to the contractor upon substantial completion. The final **10% payment of [\$41,262.59]** shall be due upon final completion of the project, to including completion of the final punch list provided by the client. **All progress payments are due in full within ten (10) days** after application is submitted to the owner. Any and all warranty items will not affect payment schedule.

3.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate of eighteen percent (18%) per annum.

3.3 All monies due for change orders and/or extra work, as specified in Article 10, shall be due and payable upon approval and within **ten (10) days** of receipt of invoice, unless otherwise agreed upon in writing.



## **ARTICLE 4**

### **Final Payment**

4.1 As the job nears completion, prior to request for final payment, the Owner and the Contractor shall conduct a walk-through inspection and create a "preliminary punch list". All mutually agreed upon uncompleted items shall be listed. Contractor will complete mutually agreed upon punch list. In the week prior to job completion, the Owner and the Contractor shall conduct a final walk-through inspection, generating a "final punch list" to include any additional uncompleted items in the scope of work and any items left uncompleted from the preliminary punch list. The final punch list is considered final, and upon completion, the remaining balance of the Contract Sum will be billed by Contractor.

4.2 Final payment is due within **ten (10) days** after the date of completion of final punch list.

## **ARTICLE 5**

### **Enumeration of Contract Documents**

5.1 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor are enumerated as follows:

THIS CONTRACT AGREEMENT

SELECTIONS & ALLOWANCES (ITEMIZED IN PROPOSAL)

PROJECT SCHEDULE

WA STATE DEPT OF L&I CONTRACTOR DISCLOSURE FORM

STANDARD WARRANTY (PROVIDED UPON COMPLETION OF PROJECT)

## **ARTICLE 6**

### **Owner**

6.1 The Owner shall secure and pay for all necessary architecture, design, engineering, blueprints, special inspections, approvals, easements, assessments, and charges required for the construction, use or occupancy of permanent structures, if deemed necessary (note: in most cases this is already included in the bid).

6.2 The Owner shall forward all instructions to the Contractor in writing.

6.3 The Owner shall sign and pay for all necessary applications required to obtain permits and/or bonds when applicable.

6.4 The Owner shall select in a timely manner all allowance items, materials, Client Selections and colors required during the construction process. Delays in selections may result in Time and/or Price Change Orders. All materials are subject to current market prices until final design approval and selections are approved to Owner. If Owner is supplying materials, they must be stored and available onsite according to the Contractor's Schedule. Delayed or missing materials may result in Time and/or Price Change Orders.

6.5 The Owner shall obtain all necessary approvals, and/or acknowledgements from any Architectural Board or Committee whose jurisdiction is relevant to this project.

6.6 Owner agrees to cooperate and make every reasonable effort to assist Contractor and further agrees to permit Contractor to place signs on or about the premises during the course of construction. Owner gives permission for pictures to be taken throughout the course of the project as follows: pre-construction photos, mid-construction photos, and final project photos. Photos taken may be used for checking progress, for checking quality and for marketing.

6.7 Owner shall not contract with, authorize or permit, for any reason whatsoever, any individual, other contractor or subcontractor to perform, in whole or in part, any additions or changes to the plans and specifications unless authorized to do so by Contractor, in writing. Owner shall not communicate changes in scope of work, contract, or changes in schedule directly with any workman, employees, agents or subcontractors of Contractor, unless so directed by Contractor in writing, with the exception of the project lead carpenter or other designated representative of Contractor.

6.8 The Owner shall provide water, utilities and snow removal to the site.

6.9 The Owner shall provide space indoors and/or outdoors for onsite storage and staging of material. If no space can be made available, Contractor requires the purchase of a pod or other form of portable storage for the duration of the project.

6.10 The Owner shall provide space for temporary storage of waste material. The Contractor shall be responsible for regular removal of waste materials during the duration of the project (Reference Section 7.6).

6.11 The Owner shall determine location for a temporary toilet prior to start of construction. Temporary toilet location shall be communicated to Contractor prior to the start of work.

## **ARTICLE 7**

### **Contractor**

7.1 The Contractor shall supervise and direct the Work, using his best skill and attention and he shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

7.2 Unless otherwise specifically provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and



machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

7.3 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

7.4 The Contractor warrants to the Owner that all materials and equipment incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from gross faults and defects and in conformance with the Contract Documents.

7.5 The Contractor shall make every effort to meet client's satisfaction for any and all finished surfaces. The Contractor shall be required to meet the construction standards as established in the Residential Construction Performance Guidelines for Professional Builders and Remodelers, 6th Edition. Any work that meets the construction standards, as established in the Residential Construction Performance Guidelines for Professional Builders and Remodelers, 6th Edition and under this contract, shall not be construed as defective except that all work shall be done to owner's reasonable satisfaction.

7.6 The Contractor at all times shall keep the premises free from accumulation of waste materials or debris caused by his operations. Temporary waste materials location shall be determined between Owner and Contractor prior to the start of construction. The Contractor shall provide snow removal within the actual construction site. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as his tools, construction equipment, machinery and surplus materials.

7.7 The Contractor will provide lien releases (upon request of Owner) for any and all subcontractors and materials for completed areas of work (s) prior to draws not including initial **30% deposit**. Lien releases to be based on contractor review of completed works with client prior to draws per schedule.

## **ARTICLE 8**

### **Miscellaneous Provisions**

8.1 The Contract shall be governed by the Laws of the State of Washington.

8.2 All claims or disputes between the Contractor and the Owner arising out of, or relating to, the Contract Documents or the breach thereof shall be decided by arbitration in accordance with the International Building Code (IBC), Spokane WA, then obtaining unless the parties mutually agree otherwise. Notice of the demand for arbitration shall be filed in writing with the other party to the Owner, Contractor Agreement and with the [American Arbitration Association] and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof

8.3 Any work resulting from unseen or undisclosed conditions, or from additional requirements of the Building Department, architect, engineer or any applicable authority, or from improperly executed work by others, shall constitute an additional scope of work and shall, if and when applicable, be disclosed by Contractor to Owner in the form of a written change order within a reasonable time from the discovery of such condition or requirement, and compensation shall be as per in Article 10.

8.4 In the event of extreme inclement weather conditions, outside work may be temporarily suspended by the Contractor, until deemed favorable enough in the reasonable judgement of the Contractor, in consideration of the health and productivity of the Crews. Temporary suspension may result in schedule delays. The decision as to what constitutes inclement weather shall be made by the Contractor Department Supervisor. In the event of inclement weather, inside work shall be carried on as scheduled.

8.5 This Contract constitutes the sole and entire agreement between the parties and supersedes any and all prior agreements, oral or written, express or implied. This Contract may not be amended, changed, waived, terminated or modified unless in writing and signed by the parties hereto. Irreconcilable differences are grounds for termination of Contract, if agreed upon in writing by both parties. If any provisions or part of a provision of this Contract shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, the same shall not affect any other provision or part of a provision. This Contract and the parties' obligations and duties hereunder, except to subcontractors and vendors in the ordinary execution of the Work, may not be assigned or delegated without the prior written consent of the other party. This Contract shall inure to the benefit of, and shall be binding upon, the parties and their respective successors, heirs, personal representatives and assigns.

## **ARTICLE 9**

### **Insurance**

9.1 Contractor's liability insurance shall be purchased and maintained by the Contractor to protect him from claims under workers' or workmen's compensation acts and other employee benefit acts, claims for damages because of bodily injury, including death, and from claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is the greater.

9.2 The Contractor shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may maintain such insurance as will protect him against claims which may arise from operations under the Contract.

9.3 The Owner shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Contractor, and Subcontractors in the Work and shall insure against the perils of fire and



extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism, and malicious mischief.

## **ARTICLE 10**

### **Changes in the Work**

10.1 The Owner, without invalidating the Contract, may order Changes in the Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by written Change Order signed by the Owner and the Contractor.

10.2 The Contract Sum and the Contract Time may be changed only by Change Order.

10.3 Any overtime, which is required by law to be paid to any employee of the Contractor will be billed at 1½ or, at the statutory rate, times the rate of \$50 per hour, subject to Owner's prior approval.

NOTE: Travel charges will apply if project is more than 30 minutes typical travel time from our office. Superintendent time is portal to portal.

Rates quoted herein are valid for six months, and may be adjusted to reflect changes in Contractor's cost of labor thereafter. Notice of rate change shall require a thirty day written notice.

10.4 In order to expedite the work, Change Orders of an estimated value of \$200.00 or less may be commenced by the Contractor without prior written approval from the Owner.

10.5 Credit Change Orders for deleted items shall result in a credit for the hard costs only, minus restocking and shipping fees, and minus administrative time in relation thereto.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Hug Construction]  
[CC HUGCOC\*838NP]

\_\_\_\_\_  
Date

Department of Labor and Industries  
Contractor Registration



## Disclosure Statement Notice to Customers

Business Name: HUG Construction

This contractor is registered with the state of Washington, registration no. CC HUGCOC\*838NP  
has posted with the state a bond or deposit of \$ 12,000.00 for the purpose of satisfying claims  
against the contractor for breach of contract including negligent or improper work in the conduct of the  
contractor's business. The expiration date of this contractor's registration is 08/17/2023.

***THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM  
THE WORK DONE UNDER YOUR CONTRACT.***

This bond or deposit is not for your exclusive use because it covers all work performed by this contractor. The  
bond or deposit is intended to pay valid claims up to \$ 412,625.90 that you and other  
customers, suppliers, subcontractors, or taxing authorities may have.

***FOR GREATER PROTECTION YOU MAY WITHHOLD A PERCENTAGE OF YOUR CONTRACT.***

You may withhold a contractually defined percentage of your construction contract as retainage for a stated  
period of time to provide protection to you and help insure that your project will be completed as required by  
your contract.

***YOUR PROPERTY MAY BE LIENED.***

If a supplier of materials used in your construction project or an employee or subcontractor of your contractor  
or subcontractors is not paid, your property may be liened to payment and you could pay twice for the same  
work.

***FOR ADDITIONAL PROTECTION, YOU MAY REQUEST THE CONTRACTOR TO PROVIDE YOU WITH  
ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH SUPPLIER OR SUBCONTRACTOR ON YOUR  
PROJECT.***

The contractor is required to provide you with further information about lien release documents if you request it.  
General information is also available from the state Department of Labor and Industries.

I have received a copy of this disclosure statement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ of the year \_\_\_\_\_.

Signature of Customer

*The contractor must retain a signed copy of this disclosure statement in his or her files for a minimum of three years and  
produce a signed or electronic signature copy of the disclosure statement to the department upon request.*

For more information, please refer to [RCW 18.27.114](#).





FERGUSON #3031  
2304 NORTH DOLLAR ROAD  
SPOKANE, WA 99212

Phone: 509-534-6500  
Fax: 509-535-2592

Deliver To:

From: Britni Saxon

Comments:

APPLIANCES

18:36:49 MAY 15 2023

Page 1 of 2

FERGUSON ENTERPRISES LLC #3007

Price Quotation

Phone: 509-534-6500

Fax: 509-535-2592

Bid No: B700272

Bid Date: 05/12/23

Quoted By: BNS

Cust Phone: 509-981-3275

Terms: NET 10TH PROX

Customer: HUG CONSTRUCTION  
331 N FANCHER ROAD  
CITY OF SPOKANE VALLEY, WA 9

Ship To:

Cust PO#:

Job Name: MACDONALD APPLIANCES

Item	Description	Quantity	Net Price	UM	Total
ZAK9434BS	HOOD INSERT 36" CCY 34-3/8IN 700 CFM SS RNGE HOOD BLOWER	1	1309.000	EA	1309.00
ZPBD1300B	BLWR POWERWAVE DU INT W/1 MAKEUP AIR REQ FOR CODE	1	474.000	EA	474.00
ZMUA008A	8 UNIV MAKE UP AIR DMPR 1000 CFM 36" GAS COOKTOP	1	209.000	EA	209.00
BNGM5658UC	CKTP SS 36 NAT 5 BRNR GAS LINE	1	1089.000	EA	1089.00
JG71152	5/8X48 1/2 MIP X 1/2 MIP GAS CONN GRIDDLE ATTACHMENT	1	20.000	EA	20.00
SP-BHEZ9GR58UC	CAST IRON GRIDDLE ATTACHEMENT	1	229.000	EA	229.00
BHBL5551UC	30 DOUBLE WALL OVEN DBL WALL OVEN SS 30 ELEC	1	3041.000	EA	3041.00
BB36CL80SNS	36" FRENCH DOOR FRIDGE CCY LF FS FRDO REFRIG 21 SS 36 WATER LINE	1	3360.000	EA	3360.00
PFX146205	LF 1/4 X 1/4 C 60 SS IM CONN	1	11.000	EA	11.00
AAWBC242GGFD	WINE/BEV FRIDGE CCY 24 BI FRDO WINE & BVRG CN	1	1272.000	EA	1272.00
SSMD2489ES	MICROWAVE DRAWER CCY 24 1.2 CF 950W SS MWAVE DWR *X	1	1303.000	EA	1303.00
Net Total:					\$12317.00
Tax:					\$0.00
Freight:					\$0.00
Total:					\$12317.00

- If Contractor is not  
buying the price -

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<https://survey.medallia.com/?bidsorder&fc=3031&on=1152954>



Fax: 509-535-2592

PLUMBING

18:38:30 MAY 15 2023

Reference No: B700287

Item	Description	Quantity	Net Price	UM	Total
	*** Package MW4463084CEMG				
T9AU321A	ADPT	1	7.020	EA	7.02
TSW3084T4001	EB WASHLET BIDET SEAT COTT	1	442.260	EA	442.26
TST446EMNA01	*CVR* CCY AQUIA IV TANK 1.28/0.9 GP	1	138.240	EA	138.24
TCT446CEGNT4001	*CVR* CCY AQUIA IV RH BOWL WASHLET	1	276.480	EA	276.48
	*** Master bath - Brizo				
	Levior ***				
D65398LFGLLHPECO	CCY LF 1.2 HDL W/SPRD LAV FCT	2	408.960	EA	817.92
	HANDLE KIT				
DHL5398GL	W/SPRD LEV HDL KIT *LEVOIR LUGO	2	156.480	EA	312.96
	ROUGH IN VALVE FOR SHOWER				
DR75000WS	UNIV INTEG SHWR DIV ROUGH	1	156.960	EA	156.96
	SHOWER ARM AND FLANGE				
DRP48986GL	10 SHWR ARM & FLG CEIL MNT LUGO	1	96.000	EA	96.00
	VALVE TRIM				
DT75598GL	CCY TSTC VLV W/ 3F DIV TRIM	1	576.480	EA	576.48
	HANDSHOWER KIT				
D88798GL	CCY 1.75 4F H/SHWR KIT W/ SLDBR	1	472.320	EA	472.32
	ROUND SHOWER HEAD				
D81392GL	CCY 1.75 GPM RND SHWRHD	1	558.240	EA	558.24
	SHOWER TRIM AND HEAD				
DT60298GL	CCY 1.75 TSTAT SHWR ONLY TRIM	1	701.760	EA	701.76
	ROUGH IN VALVE				
DR60000UNBX	UNIV T&S VLV BODY UN	1	42.240	EA	42.24
	UNDERMOUNT SINKS				
SHU1811WH	18X11 VC UC LAV *SAWGRASS WHIT	2	125.100	EA	250.20
	TOWEL WARMER				
ARWHSMB	LG HRDWRD STRT HTD TWL WARM MABL	1	325.920	EA	325.92
	PAPER HOLDER				
K27292-BL	HORZ SGL POST TP HLDR MABL	1	30.780	EA	30.78
	ROBE HOOK				
D75935BL	@ SGL ROBE HOOK *TRINSI MABL	1	28.050	EA	28.05
	DREAMLINE SHOWER PANEL				
DSHDR242472089	24X72 SHWR DR SABL *UNIDOO	1	455.890	EA	455.89
Net Total:					\$10242.43
Tax:					\$0.00
Freight:					\$0.00
Total:					\$10242.43

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>  
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with \*NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.

Buyer shall accept delivery of products within 60 days of Seller receiving the products at Seller's warehouse. If Buyer causes or requests a delay in delivery of the products, Buyer may be subject to storage fees and additional costs caused by such delay. Seller reserves the right to requote the products and reschedule the delivery date, subject to manufacturer's lead times and price increases, if Buyer is unable to accept delivery within 60 days.

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FERGUSON #3031  
2304 NORTH DOLLAR ROAD  
SPOKANE, WA 99212

Phone: 509-534-6500  
Fax: 509-535-2592

Deliver To:  
From: Britni Saxon  
Comments:

18:38:30 MAY 15 2023

Page 1 of 2

FERGUSON ENTERPRISES LLC #3007

Price Quotation  
Phone: 509-534-6500  
Fax: 509-535-2592

Bid No: B700287  
Bid Date: 05/12/23  
Quoted By: BNS

Cust Phone: 509-981-3275  
Terms: NET 10TH PROX

Customer: HUG CONSTRUCTION  
331 N FANCHER ROAD  
CITY OF SPOKANE VALLEY, WA 9

Ship To:

Cust PO#:

Job Name: MACDONALD PLUMBING

Item	Description	Quantity	Net Price	UM	Total
	*** Kitchen plumbing ***				
K6489-0	SINK 36X22 1B SR KITC CI SINK *WHITH	1	899.400	EA	899.40
K6639-ST	BASIN RACK @ BOT BASIN RACKS *WHITEH SS	1	78.850	EA	78.85
MAS4201BG	AIR SWITCH WST DISP AIR SWCH CNTL BTN BG	1	29.860	EA	29.86
ISTS00	AIR SWITCH ASSEMBLY SINK TOP AIR SWCH & TRIM KIT	1	96.030	EA	96.03
M7565BG	KITCHEN FAUCET CCY LF 1.5 1HDL LEV PD KITC FCT BG	1	485.699	EA	485.70
	FILTERED WATER OTHER TO PROVIDE FILTER SYSTEM				
MS5530BG	CCY LF 1.5 1HDL LEV BAR FCT BG	1	326.136	EA	326.14
MS665BG	POT FILLER LF 5.5 1HDL LEV POT FILL FCT BG	1	852.744	EA	852.74
M105895BG	AIR GAP AIR GAP W/ MATCHING ESC	1	26.208	EA	26.21
MS3947BG	SOAP DISPENSER DM SOAP DISP BN BG	1	156.774	EA	156.77
K11352-2MB	GOLD DISPOSAL FLANGE DISP FLG W/ STPR VBRZ	1	37.560	EA	37.56
ICONTRACTOR333WC	GARBAGE DISPOSAL 3/4 HP GARBAGE DISP W/C	1	208.550	EA	208.55
	*** Mud room ***				
M7565BG	FAUCET CCY LF 1.5 1HDL LEV PD KITC FCT BG	1	485.699	EA	485.70
K19017-1-0	SINK 25X22 1H 1B CI UC UTIL SINK *GLEFAL	1	579.420	EA	579.42
K8799-2MB	BASKET STRAINER SINK DRN & STRN	1	74.220	EA	74.22
	*** Toilet ***				
K18751-0	CLST SEAT W/ CLEANSING FUNC	1	215.560	EA	215.56



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14:05:38 JUL 12 2023

**Reference No:** B700272

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